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Hearing Date: January 18, 2019
Hearing Time: 10:00 a.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
: :
SEARS HOLDINGS CORPORATION, *et al.* : Case No. 18-23538 (RDD)
: (Jointly Administered)
Debtors. :
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**SUPPLEMENT TO MOTION OF GREENHORN VENTURES LLC FOR ORDER (I)
COMPELLING THE DEBTOR TO REJECT A NONRESIDENTIAL REAL PROPERTY
LEASE PURSUANT TO 11 U.S.C. § 365(d)(2); OR IN THE ALTERNATIVE (II)
ESTABLISHING A DEADLINE BY WHICH THE DEBTOR MUST ASSUME AND
CURE ALL DEFAULTS OR REJECT THE LEASE; AND (III) MODIFYING THE
AUTOMATIC STAY TO PERMIT GREENHORN VENTURES LLC TO PURSUE ITS
RIGHTS, INCLUDING THOSE RELATED TO THE DEBTOR'S CONTINUING
DEFAULTS UNDER THE LEASE PURSUANT TO 11 U.S.C. §362(d)(1)**

Greenhorn Ventures LLC, an Idaho limited liability company, by and through its counsel, DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, files this Supplement (the “Supplement”) to its Motion For Order (I) Compelling Debtor to Reject Real Property Lease Pursuant to 11 U.S.C. § 365(d)(2); or in the alternative (II) Establishing a Deadline By Which the Debtor Must Assume and Cure all Defaults Under the Lease or Reject the Lease; and (III) Modifying the Automatic Stay to Permit Greenhorn Ventures LLC to Pursue its Rights, Including Those Related to the Debtor’s Continuing Defaults Under the Lease pursuant to 11 U.S.C. §362(d)(1) (“Motion”). In support of its Motion, Greenhorn Ventures LLC states as follows:

1. In addition to the urgent defaults set forth in the Motion, including a mechanics lien that will likely result in a foreclosure action against the subject property in the next few months and an encroachment upon the neighboring property, the Debtor has failed to pay base rent for December 2018 and January 2019.

2. Movant previously notified the Debtor of its ownership of the property three times, (i) by Tenant Notice Letter dated November 9, 2018, to the Sears Real Estate Department, a copy of which is annexed as **Exhibit A**; (ii) by the Motion dated November 30, 2018; and (iii) by Certified Letter dated December 21, 2018 to the Sears Real Estate Department, a copy of which is annexed as **Exhibit B**.

3. Despite the foregoing notices, the base rent has not been paid for the months of December 2018 and January 2019.

4. On January 16, 2019, the Sears Lease Administrator, Lynnette Meyer (lynnette.meyer@searshc.com), sent an email to local counsel in Idaho advising the rent would be forthcoming in February.

5. If the rent for December 2018, January 2019 and February 2019 is not paid by February 1, 2019, the automatic stay should be vacated to permit Greenhorn Ventures LLC to pursue its rights to possession of the Property.

Dated: January 17, 2019

White Plains, New York

Respectfully submitted
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By: /s/ Dawn Kirby, Esq.
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